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RELATIONS BOARD

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ADMINISTRATION

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF OWEGO

and the

TEAMSTERS LOCAL 693

January 1, 2008 – December 31, 2010

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Collective Bargaining Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Owego, hereinafter referred to as the "Town" and the "Employer", and Teamsters Local 693 of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

1.1.2 Purpose and Intent: The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, and the Union. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

2 UNION RIGHTS

2.1 Recognition

2.1.1 Recognition Clause: The Town of Owego recognizes Teamsters Local 693 as the exclusive collective-bargaining representative for employees identified in 2.2.1, below, with respect to terms and conditions of employment and the administration of grievances as defined in 13.1.1, below.

2.2 Definition of Bargaining Unit

2.2.1 Included: Included in the bargaining unit are all full-time employees in the Town of Owego Highway Department who regularly perform year-round work operating equipment and/or repairing and maintaining roads, and highway department vehicles, equipment, or facilities.

2.2.2 Excluded: Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent of Highways, part-time employees, temporary employees, and clerical employees.

2.2.3 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "full-time employee" will mean an employee who is regularly scheduled to work forty hours per week throughout the year.

2.2.4 Part-time Employee: For the purpose of this Collective Bargaining Agreement, a "part-time employee" will mean an employee who is regularly scheduled to work less than *thirty* hours per week throughout the year.

2.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean someone who is called in to work on an interim or "as-needed" basis for a specified period or to replace an employee who is on an approved leave of absence. Temporary employees will be hired in accordance with Civil Service guidelines. After one hundred and ten calendar days of employment, a temporary employee must pay the union dues or the agency fee, as appropriate.

2.2.6 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted to the State of New York Public Employment Relations Board in accordance with its rules and procedures.

2.3 Others Performing Bargaining Unit Work

2.3.1 Supervisors: The Superintendent of Highways and Deputy Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department, provided all bargaining unit employees have been offered the work in accordance with 6.2.2 and 7.3.1.

2.3.2 Public Assistance Recipients: The Town may utilize public assistance recipients who are enrolled in employment and training programs, community service volunteers, work release persons, and alternative to incarceration persons to perform manual labor such as cleaning, maintenance, and painting, as long as no full-time employee is replaced by such persons.

2.4 Union Membership/Agency Shop

2.4.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town shall deduct and remit the dues in accordance with 2.4.3, below. The Town assumes no obligation with respect to obtaining authorization cards, it being understood that this is a duty and obligation of the Union.

2.4.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town shall deduct and remit the service fee in accordance with 2.4.3, below.

2.4.3 Dues/Fees: The Town shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee. That amount will be deducted in equal installments from each paycheck and will be remitted to the Union in a manner to be determined by the Union and the Town.

2.4.4 Indemnification Clause: The Union shall indemnify and save the Town harmless from any and all loss, damage, claims or expense it may incur resulting from the deductions of membership dues or agency shop fees.

2.5 Leave for Contract Administration

2.5.1 Stewards: The Union has the right to designate a steward and alternate steward to act in the absence of the steward.

2.5.2 Release Time: The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities: to investigate and present grievances and arbitrations; to post notices; and, to participate in conferences with the Town. Such leave shall be without loss of pay or leave credits.

2.5.3 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways shall have the sole discretion in granting release time; however, such requests shall not be unreasonably denied. A steward requesting such release time shall not leave the worksite until the Superintendent of Highways has approved the leave.

2.6 Leave for Negotiations

2.6.1 Eligible Employees: At any one time, no more than two employees designated by the Union will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

2.7 Bulletin Boards

2.7.1. The Town will provide a bulletin board and permit the Union to post notices and other materials pertaining to the official business of the Union.

2.8 Union Access to Town Premises

2.8.1 Inspection Privileges: Authorized agents of the Union shall have access to the premises of the Town for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Collective Bargaining Agreement is being adhered to, provided such representatives do not unduly interfere with the performance of duties assigned to the employees.

2.9 No Strike Clause

2.9.1 The Union, in accordance with the Taylor Law, affirms that it does not assert the right to engage in, cause, instigate, encourage, or condone a strike or other stoppage of work or slowdown against the Town, to assist or participate in any strike or other stoppage of work or slowdown, or to impose an obligation upon its members to conduct or to participate in such a strike or other stoppage of work or slowdown.

3 MANAGEMENT RIGHTS

3.1 Management Rights Clause

3.1.1 The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement.

4 EMPLOYEE RIGHTS

4.1 Seniority

4.1.1 Bargaining Unit Seniority: Seniority shall be determined by the employee's length of continuous service as a full-time employee in the Highway Department. Length of service shall begin with the employee's last date of hire. However, an employee who has left employment and returns will be restored with all prior service after completing five years of continuous employment. In the event two or more employees have the same length of service, such employees shall have their individual seniority determined by lot.

4.1.2 Leave of Absence: An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave shall not be considered as a break in "continuous service", however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave.

4.1.3 Workers' Compensation: An employee who is on an unpaid leave of absence due to a Workers' Compensation claim shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in "continuous service" and the employee's anniversary date shall not be adjusted.

4.2 Layoff Procedure

4.2.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the employee within that job title with the least bargaining unit seniority will be the first to be laid off.

4.2.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more bargaining unit seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

4.3 Recall Procedure

4.3.1 Recall to Same Job Title: In the event there is a vacancy in a job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency. In the event there is a vacancy in a job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most bargaining unit seniority will be offered the position.

4.3.2 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.3.1 by means of certified mail sent to the employee's last known address. In the event a laid-off employee in the non-competitive or labor class does not respond within fourteen calendar days from the date the notice was mailed, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.3.3 Change of Address: A laid-off employee must notify the Town, in writing, of any change of address.

4.3.4 Duration of Recall Rights: An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.4.1, above, for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

4.4 Performance Appraisal

4.4.1 Purpose and Criteria: The purpose of the performance appraisal is to recognize an employee's achievements and to identify and correct performance concerns. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance. Performance appraisals shall not be considered to be disciplinary action, but may be used as evidence in a disciplinary hearing.

4.4.2 Frequency: An employee will be formally evaluated once each year on a date determined by the Superintendent of Highways, with follow-up evaluations on an as needed basis.

4.4.3 Evaluation Procedure: The Superintendent of Highways, or designee, will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Superintendent of Highways will meet with the employee to review the performance appraisal report.

4.4.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.4.5 Employee Reply: An employee's written comments, if any, will be attached to the performance appraisal report and included in the employee's personnel file.

4.5 Personnel File

4.5.1 Location of Files: Original personnel records for current employees will be kept in a location designated by the Town Supervisor and will be maintained and controlled by the Town Supervisor. Employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. Substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

4.5.2 Employee Access: A current employee may review and copy the contents of the employee's own personnel file, however, access to certain documents may be limited, for example, an employee may not be allowed to see documents including, but not limited to, attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. The employee must make an appointment with the Town Supervisor. The appointment will be available within a reasonable period of time. Someone designated by the Town Supervisor must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor, or designee. The employee has the right to provide a response to any document that the employee contests as either unfair or incorrect.

5 VACANCIES & PROMOTIONS

5.1 Posting and Application

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days on the Union bulletin board.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to apply for the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: The Superintendent of Highways will be the sole judge with respect to the degree to which applicants meet job qualifications. When the qualifications and experience among internal applicants are relatively equal, then seniority will be the deciding factor. External applicants may only be considered when there are no qualified internal applicants.

5.3 Probationary Periods

5.3.1 Probationary Period – New Hires: The probationary period for an employee appointed to a position in the competitive class will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a probationary period of fifty-two weeks from the original appointment.

5.3.2 Failure to Successfully Complete Probationary Period – New Hires: The Town may dismiss the employee from employment at any time on or before completion of the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

5.3.3 Probationary Period - Promotions: Notwithstanding the provisions of 5.3.1, above, an employee who is promoted into a position in the non-competitive class shall be placed on probation for a period of twelve weeks. At any time during this period, the Superintendent of Highways may rescind the promotion and the employee will be reinstated to the employee's previous position. At any time during this probationary period, the employee may retreat to the employee's previous position. The decision as to rescinding the promotion will not be subject to the Grievance Procedure or Disciplinary Procedure, but the failure to reinstate the employee who wishes to retreat to the previous position may be submitted to the Grievance Procedure.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Regular Workday: The regular working hours for members of the Highway Department are from 7:00 a.m. to 3:30 p.m.

6.1.2 Regular Workweek: The regular work week is forty hours scheduled Monday through Friday, which may consist of five eight-hour days or four ten-hour days. In the event there is more than one crew assigned to different work days (e.g. Monday through Thursday and Tuesday through Friday), assignment within a job title will be by seniority (most senior having choice). The days of work each week shall be consecutive. Once established, the employee's scheduled days of work will not be changed without an advance written notice of at least forty-five calendar days (this restriction may be waived by majority vote of the bargaining unit).

6.1.3 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town Board.

6.2 Additional Hours of Work

6.2.1 Availability During Inclement Weather: Given that the Highway Department is responsible for the maintenance of the roadways, each employee is responsible for being aware about the potential of inclement weather during non-work hours (excluding pre-approved unavailability). In the event there is a forecast for inclement weather that may require snow removal or other emergency responses by the Highway Department, each employee must be in compliance with Department of Transportation regulations pertaining to the consumption of alcohol. If an employee cannot be at the employee's home to receive the call to report for snow removal or other emergency duties, the employee *should* leave a message on the department's answering device as to where the employee may be contacted.

6.2.2 Procedure for Assigning Additional Hours:

Snow Removal - In the event there is an opportunity to work additional hours for snow removal or due to emergency road conditions, the opportunity will first be offered to those employees (including part-time and temporary personnel) who are normally assigned to a specific route.

Work In Progress - In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of "work in progress", *and all the employees on that job are to be held over*, the opportunity will not be offered to other employees and those employees in the affected job title (including part-time and temporary personnel) who are then working on the assignment will continue to work the additional hours.

In the event all of the employees who are then working are not needed, the opportunity to work the additional hours will first be offered on a seniority basis (most senior first) to those full-time employees in the affected job title who are then working on the assignment, provided the employee is qualified to perform the work. In the event a sufficient number of employees do not volunteer, (including part-time and temporary personnel), the work will then be assigned to those same full-time employees on a seniority basis (least senior first).

Hours Not Extending from Normal Workday - In the event there is an opportunity in a given job title to work additional hours for reasons other than snow removal or emergency road conditions and the hours are NOT a continuation of "work in progress", the opportunity will first be offered on a rotational basis to full-time employees in that job title who are qualified to do the work.

In the event an insufficient number of full-time employees do not volunteer, the work will then be offered to part-time and temporary personnel who are qualified to do the work.

In the event an insufficient number of part-time or temporary personnel do not accept the work, the Superintendent of Highways may require full-time employees to do the work, starting with the least senior full-time employee provided the employee is qualified to do the work.

The Superintendent of Highways and Deputy Superintendent of Highways may not perform bargaining unit work unless all bargaining unit employees have been offered the work in accordance with the above.

In the event the Town makes an error in the assignment of additional hours in accordance with 6.2.2, the Superintendent of Highways and the affected employee(s) will mutually determine a time and project to work the hours the employee should have been offered at the appropriate rate of pay.

6.3 Notification of Absence

6.3.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Superintendent of Highways, or designee, at least thirty minutes before the employee's scheduled starting time.

6.3.2 Notification of Sick Leave: In the event an employee must take sick leave, such employee must notify the Superintendent of Highways, or designee, at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally by leaving a message on an answering devise, unless the Superintendent of Highways directs the employee to call directly. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

6.3.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways, or designee, prior to leaving.

6.4 Meal & Rest Periods

6.4.1 Meal Periods An employee who is scheduled to work more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. The time of the meal periods will normally be taken in the middle of the employee's workday. The time of the meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the Highway Department.

6.4.2 Rest Breaks: An employee will receive a paid, duty-free rest break of fifteen minutes to be taken in the middle of the morning and again in the middle of the afternoon. The time of the rest breaks must be approved by the Superintendent of Highways, or designee, in accordance with the needs and requirements of the Highway Department. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. With the approval of the Superintendent of Highways, or designee, an employee may leave the worksite during a rest break.

6.4.3 Overtime Rest Breaks: An employee will receive a one-half hour break with pay after four hours of continuous work at least two hours of which are performed outside of regular working hours

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for newly hired employees for the period January 1, 2008 through December 31, 2010, which reflects increases of \$0.45 on January 1, 2008. [Note: Each employee will receive a minimum increase of 45 cents retroactive to January 1, 2008]. The parties will reopen negotiations on or before September 15, 2008 for the sole purpose of negotiating compensation and medical insurance for the period January 1, 2009 through December 31, 2010.

	1-1-2008	1-1-2009	1-1-2010
Laborer	\$10.00		
Motor Vehicle Equipment Operator I	\$12.00		
Motor Vehicle Equipment Operator II	\$13.00		
Motor Vehicle Equipment Operator III	\$14.00		
Heavy Equipment Operator I	\$15.00		
Heavy Equipment Operator II	\$15.50		
Heavy Equipment Operator III	\$16.00		
Working Supervisor	\$16.50		
Mechanic	\$18.00		

7.1.2 Promotions: All promotions must be approved by the Town Board. When the employee is promoted to the higher title, the employee will receive the "job rate" established for that title or a \$0.50 increase, whichever is greater.

7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time paid over forty hours in a given workweek.

7.2.2 Credit for Paid Leave: Holidays, paid vacation leave, paid sick leave, paid personal leave, paid bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

7.2.3 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over the employee's regular scheduled workday or over forty hours in a given workweek. In any calendar year, an employee may convert a maximum of forty hours of overtime work into sixty hours in compensatory leave credits.

An employee must use all compensatory leave credits by November 30th in the calendar year in which it is earned or receive payment in the first pay period in December of that year at the employee's then current rate of pay. Notwithstanding the above, overtime worked in the month of December must be paid and may not be converted into compensatory leave.

7.2.4 Scheduling Compensatory Leave: An employee must receive prior approval from the Superintendent of Highways, or designee, to use compensatory leave credits. The Superintendent of Highways will have total discretion in the approval of compensatory time off, however, requests for compensatory leave shall not be unreasonably denied.

7.2.5 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

7.3 Call-Back Pay

7.3.1 Compensation: In the event an employee is called in to work for emergency duty that is in addition to and does not attach to the employee's regular working hours, the employee will be guaranteed at least four hours of pay. The work performed must be related to the emergency and the employee may not be assigned to "make work". In the event the employee does not work for the full four hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

7.3.2 Start Time: The pay for an employee who is called out (whether regular overtime or for emergency duty) will begin when the employee arrives at the Highway Garage. All employees must report and be ready for work within one hour after receiving notification of call-back. The failure to report and be ready for work within one hour shall render the employee ineligible for call-back pay, in which case the employee shall be paid in accordance with 7.2.1 above.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which a full-time employee was not scheduled to work, the holiday for such employee will be observed either on the preceding regularly scheduled day of work or on the succeeding regularly day of work, as mutually determined by the Highway Superintendent and the Union.

Floating Holidays: In addition to the designated holidays listed in 8.1.1, all full-time employees will receive one "floating holiday" each calendar year. The day the floating holiday occurs will be determined each year by mutual agreement between the Superintendent of Highways and the employee. The floating holiday must be used as a whole eight-hour increment.

8.1.2 Holiday Pay (Not Assigned to Work): An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay (i.e.: eight hours during a five-day eight-hour workweek; ten hours during a four-day ten-hour workweek).

8.1.3 Holiday Pay (Assigned to Work): An employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay".

An employee who does work on the observed New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas will be paid for all hours worked at two times (rather than one and one-half times) the employee's regular hourly rate, plus "holiday pay".

In the event January 1st, July 4th, November 11th, or December 25th is a Saturday or a Sunday, a regular full-time employee who does work on such day will be paid for all hours worked at two times (rather than one and one-half times) the employee's regular hourly rate.

8.1.4 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

8.2 Vacation Leave

8.2.1 Allowance: An employee will be credited with paid vacation time in accordance with the following schedule:

After Completion of:	CREDITS PER YEAR
1 year of continuous service	80 hours
5 years of continuous service	120 hours
13 years of continuous service	160 hours
20 years of continuous service	168 hours
21 years of continuous service	176 hours
22 years of continuous service	184 hours
23 years of continuous service	192 hours
24 years of continuous service	200 hours
30 years of continuous service and each year thereafter	208 hours

The employee will be credited on the employee's first anniversary date and on each subsequent January 1st for the vacation leave earned in the previous year. Additional vacation leave will be granted on the employee's 5, 13, 20, 21, 22, 23, 24, and 30 year anniversaries and will be credited on the employee's anniversary date.

In the event an employee has worked for the Town on one or more previous occasions and has been currently employed by the Town continuously for five years, all previous service shall be used in computing such employee's vacation time, but failing to have been currently employed for five years or more, there shall be no such bridging of employment gaps.

8.2.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, excluding an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.3 Accumulation: An employee may "carry-over" up to forty hours of vacation credits from one calendar year to the next. If however, an employee is scheduled for vacation in November or December and is called back to work due to an emergency, the employee may carry over the vacation time that would otherwise be lost.

8.2.4 Scheduling: An employee must receive prior approval from the Superintendent of Highways, or designee, to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways at least twenty-four hours in advance. The Superintendent of Highways will have total discretion in the approval of vacation leave, which may not be unreasonably denied. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most bargaining unit seniority. Vacation leave must be used in one-hour increments. An employee may take vacation leave only after it has been credited.

8.2.5 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance: An employee will be credited with eight hours of paid sick leave after completion of each month of employment.

8.3.2 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time an employee will be credited with forty-eight hours of paid sick leave.

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of eighteen hundred hours (225 eight-hour days). Excess sick leave credits over the maximum will be canceled.

8.3.5 Use of Sick Leave: An employee may take paid sick leave only after it has been credited. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one-quarter hour.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse or child. The employee may be required to produce a medical certification issued by a health care provider that supports the need for family sick leave.

8.3.7 Notification of Sick Leave: In the event an employee must take sick leave, such employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally by leaving a message on an answering devise, unless the Superintendent of Highways directs the employee to call directly. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Sick leave may be credited upon the recommendation of the Superintendent of Highways without prior notification where the employee was in such a condition the employee was unable to notify the Superintendent of Highways or to have another notify the department. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

8.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave.

8.3.9 Retirement Credit: An employee may participate in Section 41-j of the New York State Retirement System at the time of retirement. This provision allows an employee to receive pension credit for unused sick leave at the time of retirement up to a maximum of thirteen-hundred and twenty hours (165 eight-hour days). The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment.

8.3.10 Termination of Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused sick leave.

8.3.11 Sick Leave Bank: The Sick Leave Bank is a program whereby full-time employees in the Town of Owego Highway Department bargaining unit may voluntarily donate sick leave credits to a "bank" which may be drawn upon by any Sick Leave Bank participant in the event that participant's own serious illness or accident that is prolonged or catastrophic.

Membership in the Sick Leave Bank - An employee must be employed six months to be eligible to join the Sick Leave Bank. The employee must contribute twenty-four hours of the employee's accrued sick leave credits to activate membership.

There will be an "open enrollment" period between January 1 and January 15 of each calendar year during which an employee who has not joined the Sick Leave Bank may join.

When the Sick Leave Bank falls below three hundred cumulative hours, each Sick Leave Bank member will be asked to contribute eight hours of the employee's accrued sick leave to maintain their membership. A member will be withdrawn from membership if the employee elects not to contribute when necessary.

Withdrawal from the Sick Leave Bank - An employee must be a member of the Sick Leave Bank for at least six months before being eligible to withdraw sick leave from the bank.

An employee who has a qualifying event for that employee's own illness or injury, as defined by the Federal Family and Medical Leave Act, will be eligible to withdraw up to two hundred hours from the Sick Leave Bank in any rolling twelve-month period.

The employee must submit the appropriate application for withdrawal.

The first eighty hours of an illness must be covered by the employee's own accrued sick, vacation, or personal days.

The Sick Leave Bank is to be used only after all of the employee's accumulated sick time has been exhausted.

Any sick leave credits that may be accrued while an employee is withdrawing sick leave from the Sick Leave Bank shall be applied against the Sick Leave Bank hours requested.

After the initial recovery period from an illness has been completed and an employee has returned to work, routine follow-up doctor visits will not be covered by the Sick Leave Bank.

Sick Leave Bank Committee - The Sick Leave Bank Committee shall be comprised of two employees in the bargaining unit and the Town Supervisor who shall jointly administer the Sick Leave Bank, acting on requests and keeping the necessary records. All decisions as to the granting of Sick Leave Bank hours and the number of days awarded shall be at the sole discretion of this Committee. The Committee shall hold confidential all medical records submitted by the applicant and/or physician.

8.4 Personal Leave

8.4.1 Allowance: An employee will be credited with twenty-four hours of paid personal leave on January 1st of each year for use during the following twelve months.

8.4.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, an employee who is hired on March 1st will be credited with twenty hours of paid personal leave; an employee who is hired on October 1st will be credited with six hours of paid personal leave. Thereafter, the employee will be credited January 1st for use during that year.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business and for personal emergencies.

8.4.5 Scheduling: An employee may take personal leave only after it has been credited. An employee must receive approval from the Superintendent of Highways, or designee, before taking personal leave. The request must be submitted, in writing, at least twenty-four hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways, or designee, will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one-quarter hour.

8.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between the date of the death and the date of interment. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse
- Parent or Former Legal Guardian
- Step- Parent
- Child (including step)
- Spouse's Parent

8.5.2 Extended Family: In the event of a death of an employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between the date of the death and the date of interment. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling (including step)
- Grandchild (including step)
- Grandparent (including step)
- Foster Child
- Child's Spouse
- Spouse's Grandparent

8.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Superintendent of Highways. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave.

8.5.4 Funeral Leave: In the event of a death of an employee's family member listed below, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral.

- Parent's Sibling
- Sibling's Spouse
- Sibling's Child
- Spouse's Sibling

8.5.5 Verification: An employee may be required to state in writing the nature of the relationship with the decedent.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities, and education.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

9.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

9.1.4 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

10 INSURANCE

10.1 Medical

10.1.1 Medical Insurance Plan: The Town will provide health insurance coverage through the Excellus Blue Cross/Blue Shield insurance program until such time that an alternative plan or provider is mutually agreed upon by the Town and the Union. The effective date of coverage will begin in accordance with the rules and procedures established by the plan. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical bill or other expense not covered or reimbursed by the plan.

10.1.2 Medical Insurance Premium: The Town agrees to pay the premium for participation in said plan during 2008, except that each employee shall pay a contribution toward the cost of the health insurance plan as follows:

(1) For the "70-day" plan, each employee shall pay 10% of the annual premium.

(2) For the "365-day" plan, each employee shall pay an amount equal to 10% of the annual premium of the 70-day plan together with the total difference in annual premium cost between the 70-day plan and the 365-day plan. An employee wishing to opt for the 365-day plan must submit a request in writing to the Town Supervisor's office during the open enrollment period.

(3) Any increase in the cost of said insurance premiums after December 31, 2008 will not automatically be paid for by the Town but shall be an item to be negotiated at that time. The Union recognizes that wages and medical insurance will be negotiated as a total package. The parties will reopen negotiations on or before September 15, 2008 for the sole purpose of negotiating compensation and medical insurance for the period January 1, 2009 through December 31, 2010.

10.1.3 Pre-Tax Insurance Premiums: The Town shall continue to implement the pre-tax premium plan pursuant to IRC §125 to permit employees' medical and dental insurance premium contributions to be automatically deducted from their wages before taxes are taken out. The employee must complete an enrollment form to participate in the pre-tax plan.

10.2 Dental

10.2.1 Dental Plan: The Town will make available a dental plan through the Guardian Life Insurance Company of America, the Starter Dental Plan. This benefit shall be available to all employees who have previously qualified and for all new employees who elect to participate and their immediate families in accordance with the rules and procedures established by the Town. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any dental bill or other expense not covered or reimbursed by the plan.

10.2.2 Dental Premium: The Town shall pay 83.3% of the premium for the Starter Dental Plan. The participating employee shall pay 16.7% of the premium for the Starter Plan through payroll deduction.

11 DISABLED EMPLOYEES

11.1 Workers' Compensation Insurance

11.1.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses.

11.1.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

11.1.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Superintendent of Highways, or designee, on the proper form, within twenty-four hours of the occurrence. The Superintendent of Highways, or designee, will notify the Office of the Town Supervisor who will complete and submit the required forms. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

11.1.4 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

11.1.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time and is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

11.2 Short-Term Disability

11.2.1 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

11.3 Transitional Duty Program

11.3.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Town may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

11.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

11.3.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

11.3.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

11.3.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

11.3.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, and the disability is work related, the matter will be referred to the Workers' Compensation insurance carrier for a benefit determination.

12 GENERAL PROVISIONS

12.1 Work Accouterments

12.1.1 Uniforms: Employees shall be entitled to and shall wear uniforms supplied by the Town. The style and color of the uniform shall be the decision of the Superintendent of Highways and must be of a uniform style and color throughout the Department except that all jackets and shirts must have some high visibility feature such as day glow color or reflective material. Each shirt, coverall, jacket, or coat which is a part of such uniform shall bear the logo "Town of Owego" in a clearly visible location on the front. In the event a dispute or problem arises regarding uniform style or color, the Town Supervisor shall make the final decision. Uniforms shall be supplied as follows:

1. For uniforms, jackets, coveralls, and other work related clothing not to exceed \$250 for 2008, \$200 for 2009, and \$200 for 2010. "Other work related clothing" shall *exclude* underwear, lightweight socks, belts, suspenders and other clothing accessories but shall *include* long underwear and socks for extreme cold weather. The uniform allotment for employees hired after January 1st of 2008, 2009, or 2010 will be prorated by the number of months remaining in that calendar year.

2. Mechanics uniforms, consisting of pants, shirts, and coveralls shall be supplied, laundered, and repaired by one uniform laundry service to be selected by the mechanics, said service to be paid for by the Town. In addition, during the period from January 1, 2008 to December 31, 2010, mechanics shall be entitled to receive from the Town jackets and other work related clothing at a cost not to exceed \$100 for 2008, \$100 for 2009, and \$100 for 2010, to the extent they are not provided by the uniform laundry service. The uniform allotment for employees hired after January 1st of 2008 will be prorated by the number of months remaining during the period from January 1, 2008 to December 31, 2010.

3. It is the responsibility of the employee to care for and maintain said uniforms in a clean and presentable appearance and in proper repair. Employees are required to wear said uniform during all working hours for the Town.

4. Employees are required wear a clean and presentable uniform at the start of each day.

12.1.2 Work Boots: Employees will be reimbursed the full cost of up to three pair of safety footwear up \$225 for 2008, \$225 for 2009, and \$225 for 2010. To be eligible for reimbursement, the safety footwear purchased must meet current ASTM standards. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement. The work boot allotment for employees hired after January 1st of 2008, 2009, or 2010 will be prorated by the number of months remaining in that calendar year. In addition, if an employee has purchased safety footwear at the Town's expense, then safety footwear must be worn by said employee at all times while working.

12.1.3 Eyeglass Replacement: The Town will pay the entire cost for repair or replacement of corrective lenses and frames, excluding examination costs, which are damaged or destroyed during service to the Town; providing said costs are not covered by Workers' Compensation. Incident reports must be filed and replacement approved in advance. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

12.2 Commercial Driver's License

12.2.1 Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment. Employees with at least five years of continuous service in the Highway Department who are required to maintain a commercial driver's license (CDL), shall be reimbursed the difference between the cost of a regular license and the cost to renew a CDL and specified endorsements.

12.2.2 Loss or Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

12.3 Drug and Alcohol Testing

12.3.1 Non-CDL Employees: In addition to those employees required to undergo substance testing pursuant to the Town of Owego Substance Free Workplace Policy and Substance Testing Policy, employees regularly employed as mechanics or as wing men shall be subject to substance testing as provided in the Town of Owego Substance Free Workplace Policy and Substance Testing Policy.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

13.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s) with the Town Supervisor, or designee. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

The grievance must be submitted, in writing, to the Town Supervisor, or designee, within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within fourteen calendar days after receiving the grievance, the Town Supervisor, or designee, will meet with the aggrieved employee(s) and the designated representative of the Union. Within fourteen calendar days after the meeting, the Town Supervisor will issue a written response to the grievance, which will be given to the Steward and the employee(s).

13.1.4 Step Two - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to arbitration by filing a demand for arbitration with the State of New York Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step One response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Union shall share the fees of the arbitrator equally.

13.1.5 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

13.2 Disciplinary Procedure

13.2.1 Discipline for Just Cause: The Town will not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

13.2.2 Notice of Discipline: The Town will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the penalty. Simultaneously, a copy of the notice will be sent to the Business Agent of Teamsters Local 693.

13.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor, or designee. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this procedure or any other procedure and the case will be deemed to be closed.

Within seven calendar days after receiving the appeal, the Town Supervisor, or designee, will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor will issue a written response which will be given to the Business Agent of Teamsters Local 693.

13.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received. Failure to file the demand within said fourteen calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

13.2.5 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This collective bargaining agreement shall be effective from January 1, 2008 through December 31, 2010, unless otherwise agreed to by the parties.

14.2 Complete Agreement

14.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

14.3 Savings Clause

14.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

14.3.2 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

14.4 Legislative Action

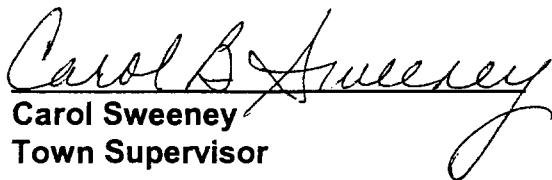
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


14.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on October 8, 2008.

TOWN OF OWEGO

TEAMSTERS LOCAL 693


Carol Sweeney
Town Supervisor


Roberta Dunker
President & Business Agent


Michael A. Richardson
Labor Relations Consultant

Job Title (Employee)	2007 Individual Wage	2008 Job Rate	2008 Individual Wage
Laborer	\$9.55	\$10.00	\$10.00
Laborer	\$9.55	\$10.00	\$10.00
Laborer	\$9.55	\$10.00	\$10.00
Laborer	\$11.19	\$10.00	\$11.64
Motor Vehicle Equipment Operator I (Campoli)	\$15.70	\$12.00	\$16.15
Motor Vehicle Equipment Operator II (Champaign)	\$11.79	\$13.00	\$13.00
Motor Vehicle Equipment Operator II (Campbell)	\$12.84	\$13.00	\$13.29
Motor Vehicle Equipment Operator II (Hamm)	\$12.84	\$13.00	\$13.29
Motor Vehicle Equipment Operator II (Morgan)	\$13.59	\$13.00	\$14.04
Motor Vehicle Equipment Operator II (Kinney)	\$16.02	\$13.00	\$16.47
Motor Vehicle Equipment Operator II (Lunn)	\$16.59	\$13.00	\$17.04
Motor Vehicle Equipment Operator II (Vanderburg)	\$17.84	\$13.00	\$18.29
Motor Vehicle Equipment Operator III (Padgett)	\$13.64	\$14.00	\$14.09
Motor Vehicle Equipment Operator III (Olmstead)	\$13.84	\$14.00	\$14.29
Motor Vehicle Equipment Operator III (Field)	\$17.12	\$14.00	\$17.57
Heavy Equipment Operator I (Jacobs)	\$17.12	\$15.00	\$17.57
Heavy Equipment Operator II (Taylor)	\$13.64	\$15.50	\$15.50
Heavy Equipment Operator II (Wagner)	\$16.72	\$15.50	\$17.17
Heavy Equipment Operator II (Brown)	\$17.13	\$15.50	\$17.58
Heavy Equipment Operator III (Tomchick)	\$14.09	\$16.00	\$16.00
Working Supervisor	\$15.94	\$16.50	\$16.50
Working Supervisor	\$16.84	\$16.50	\$17.29
Mechanic	\$17.52	\$18.00	\$18.00

